



INTERAGENCY GRANT AGREEMENT COVER SHEET

(cost reimbursement grant agreement between two Tennessee state agencies, University of Tennessee, or Board of Regents colleges and universities)

Begin Date October 1, 2019	End Date September 30, 2020	Agency Tracking # 34530-61620	Edison ID 63225
--------------------------------------	---------------------------------------	---	---------------------------

Grantee Name Tennessee Department of Labor and Workforce Development	Edison Supplier ID 51
--	---------------------------------

Subrecipient or Contractor <input type="checkbox"/> Subrecipient <input checked="" type="checkbox"/> Contractor	CFDA # 10.561
---	----------------------

Service Caption (one line only) Provision and administration of the Supplemental Nutrition Assistance Program (SNAP) Employment and Training Program
--

Funding ---					
FY	State	Federal	Interdepartmental	Other	TOTAL Agreement Amount
2020	\$0.00	\$0.00	\$1,836,590.25	\$0.00	\$1,836,590.25
2021	\$0.00	\$0.00	\$612,196.75	\$0.00	\$612,196.75
					\$0.00
					\$0.00
					\$0.00
					\$0.00
TOTAL:	\$0.00	\$0.00	\$2,448,787.00	\$0.00	\$2,448,787.00

Budget Officer Confirmation: There is a balance in the appropriation from which obligations hereunder are required to be paid that is not already encumbered to pay other obligations.

Winfield Shiers

CPO USE - IG

Speed Code (optional)

Account Code (optional)

71300000

**GRANT AGREEMENT
BETWEEN THE STATE OF TENNESSEE,
DEPARTMENT OF HUMAN SERVICES
AND
DEPARTMENT OF LABOR AND WORKFORCE DEVELOPMENT**

This Grant Agreement, by and between the State of Tennessee, Department of Human Services (the "Grantor State Agency"), and Department of Labor and Workforce Development (the "Grantee"), is for the provision and administration of the Supplemental Nutrition Assistance Program ("SNAP") Employment and Training Program, as further defined in the "SCOPE OF SERVICES AND DELIVERABLES."

A. SCOPE OF SERVICES AND DELIVERABLES:

- A.1. The Grantee shall provide the scope of services and deliverables ("Scope") as required, described, and detailed in this Grant Agreement.
- A.2. Definitions. The following terms and phrases shall be defined as follows as used in this Agreement:
- a. "ACCENT" refers to the Department of Human Services' Automated Client Certification and Eligibility Network for Tennessee (ACCENT) which is an electronic eligibility and case management system currently used for Families First/Temporary Assistance for Needy Families (TANF) and Supplemental Nutrition Assistance Program (SNAP).
 - b. "ABAWD Program" means an able-bodied adult without dependents who are required to work or participate in a work program (e.g. E&T) at least twenty (20) hours per week, averaged monthly. ABAWD's eligibility for SNAP is limited to any three (3) months in a thirty-six (36) month period (considered the three (3) month time limit) unless the individual meets the ABAWD work requirements. Applies to people who are:
 - 1. Ages eighteen (18) to forty-nine (49);
 - 2. Fit for employment;
 - 3. Don't live in a SNAP household with a minor;
 - 4. Not pregnant;
 - 5. Not already exempt from general work requirement; and
 - 6. Not covered by time limit waiver or fifteen percent (15%) exemption.
 - c. "Activity Component" is required for participants to find their own work experience assignment in the absence of an agreement between LWDA/LWDB and employer(s). The location must have a bona-fide employment opportunity or lead to the employability of an individual. Additional hours in a career readiness training or job search in Jobs4tn.gov under WIOA can supplement work experience as needed for ABAWD participant.
 - d. "Apprenticeship" is a combination of on-the-job training (OJT) and related classroom instruction under the supervision of a journey-level craft person or trade professional in which workers learn the practical and theoretical aspects of a highly skilled occupation.
 - e. "Assessment/Intake" refers to the process for screening individual applicants for program eligibility making the level of need determinations; making an initial determination what services or programs can best benefit the applicants; providing information about services, program eligibility, and the availability of those services, and the routing or selecting individual applicants for particular service delivery or program participation.
 - f. "Basic Education" means education provided to individuals with deficient reading, writing, or math skills in order to obtain the skills necessary for successful transition into and

completion of post-secondary education. Obtainment of the high school equivalency is the desired outcome.

- g. "Case Management" means the on-going provision by the Contractor or third party vendor (Sub-recipient) to the participant of encouragement, advocacy and resource referrals for issues and barriers to eventual successful employment as those issues and barriers arise or may be anticipated.
- h. "Career Readiness" means the provision of education in career goal setting, interviewing skills, resume writing and soft skills needed to obtain employment and meet employers' expectations. Job search training may include the use of the computer as a job search or research tool and instruction in general computer skills.
- i. "Completion" means the attainment by a SNAP E&T participant of a certificate or similar acknowledgment (including completion of a series of course credits) that indicates goal achievement. Completion should typically only count once per participant per component unless there is a break in SNAP E&T services. Completion may also include a participant who leaves the SNAP E&T program due to employment.
- j. "Educational Services" refers to a variety of instructional methods provided to the participant in the effort to help accelerate their progress or generally succeed toward self-sufficiency, including skills training, post-secondary education, etc.
- k. "Eligible Individual" means an adult who is receiving assistance through the SNAP Program from the Department of Human Services through the USDA Supplemental Nutrition Assistance Program but is not concurrently receiving Temporary Aid for Needy Families (TANF).
- l. "Entered Employment" means beginning unsubsidized employment by a SNAP E&T participant that provides access to career pathways that leads to increased income and sustainable employment.
- m. "Interpreter" means a person who speaks English and another language fluently or signs American Sign Language fluently. Fluency includes an understanding of nonverbal and cultural patterns necessary to communicate effectively. An interpreter enables SNAP E&T participants and the Grantee and/or the subrecipient to communicate effectively with each other.
- n. "Individual Employment Plan (IEP)" means a written plan completed by the SNAP E&T participant and the subrecipient, based on the participant's activity component, in which strategic, incremental steps are identified to achieve an identified educational goals.
- o. "Labor Market Information" (LMI) is the body of information that deals with the functioning of labor markets and the determination of the demand for and supply of labor. It includes, but is not limited to, such key factors as changes in the level and/or composition of economic activity, the population, employment and unemployment, income and earnings, wage rates, and fringe benefits.
- p. "Mandatory Program" means a Food Stamp Program applicant or participant required to work register under 7 CFR 273.7 and not exempt by the State agency from participation in an employment and training program. A mandatory participant is not necessarily actively participating in a SNAP E&T component.
- q. "Participant" means an eligible individual who participates in an E&T orientation or assessment.

- r. "Participant Reimbursement" means goods and purchased services (support services) that are reasonable and necessary for a participant to successfully engage in or complete a SNAP E&T activity. Examples include transportation to training and tools necessary to engage in or complete a vocational skills class.
 - s. "Partner" implies shared responsibilities in terms of the program's operation and often with program financing.
 - t. "Personal Information" means information identifiable to any person, including, but not limited to, information that relates to a person's name, health, finances, education, business, use or receipt of governmental services or other activities, addresses, telephone numbers, Social Security Numbers, driver license numbers, other identifying numbers, and any financial identifiers.
 - u. "Supplemental Nutrition Assistance Program" (SNAP) is the program formerly known as Food Stamps. SNAP offers nutrition assistance to millions of eligible, low-income individuals and families and provides economic benefits to communities. SNAP is the largest program in the domestic hunger safety net. The Food and Nutrition Service works with State agencies, nutrition educators, and neighborhood and faith-based organizations to ensure that those eligible for nutrition assistance can make informed decisions about applying for the program and can access benefits..
 - v. "SNAP E&T" means Supplemental Nutrition Assistance Program Employment and Training, a federal program through the United States Department of Agriculture (USDA) Food and Nutrition Service (FNS) Supplemental Nutrition Assistance Program (SNAP), that provides funding to the State of Tennessee to provide employment and/or training related services to active SNAP recipients to gain employment, skills, training, or work experience.
 - w. "SNAP E&T Participant Reimbursement-Transportation and Other Costs" the amount expended to reimburse SNAP E&T participants for the costs of Transportation and other reasonable and necessary costs (other than dependent care) incurred as a result of SNAP E&T participation.
 - x. "Subcontractor" refers to a person who or business that contracts a portion of an existing contract by a principal or general contractor to provide some service or material necessary for the performance of another's contract.
 - y. "Subrecipient" means a non-federal entity that receives a subaward from a pass-through entity to carry out part of a federal program, but does not include an individual that is a beneficiary of such program. A subrecipient may also be a recipient of other Federal awards directly from a federal awarding agency.
- The Grantee and Grantor will approve any subcontracts with Third Party Partners together, as a committee.
- z. "Supportive Services" refers to a broad array of resources to include, but not limited to, counseling, transportation, child/dependent-care, and any other client barrier that might prevent full utilization of educational and job-readiness resources.
 - aa. "TANF" means Temporary Assistance to Needy Families, a federally funded program that provides temporary cash assistance to very low-income families and related support services to achieve self-sufficiency. The temporary cash assistance program emphasizes work, training, and personal responsibility. Families First is Tennessee's TANF program.
 - bb. "Vocational Education" (or Vocational Skills Training) means instruction or education in specific skills and abilities required by most employers who hire individuals within the intended occupational cluster.

- cc. "Voluntary Program" means a Food Stamp Program applicant or participant who is not required to work register under 7 CFR 273.7 and therefore exempt by the State agency from participation in an employment and training program.
- dd. "VOS" refers to the Virtual One Stop web-based data/information portal developed by the Grantee for use by staff, subrecipients, employers, and job seekers for various employment and training services as well as program administration.
- ee. "Work Experience" is designed to improve the employability of participants through actual work experience and/or training. The goal of this experience is to enable participants to move into regular employment.
- ff. "Workforce Innovation and Opportunity Act" (WIOA) it is designed to help job seekers access employment, education, training, and support services to succeed in the labor market and to match employers with the skilled workers they need to compete in the global economy.

Federal Regulations and Guidance

- A.3. The Grantee shall provide contract services to Supplemental Nutrition Assistance Program (SNAP) participants to gain the necessary skills, training or experience that will improve their employment prospects, reduce or eliminates their need for governmental assistance, and to allow participants to partially meet work requirements stipulated under the Food and Nutrition Act of 2008 (the "Act") and any subsequent amendment(s) thereto.
- A.4. The Grantee shall administer SNAP E&T services to support workforce development in Tennessee in all ninety-five (95) counties in accordance with:
 - a. The FY2017 United States Department of Agriculture (USDA)-Food and Nutrition Service (FNS) Employment and Training Handbook and Guidance, federal regulations, and any subsequent amendments or revisions.
 - b. Federally-approved FY2020 Tennessee Supplemental Nutrition Assistance Program Employment and Training (SNAP E & T) State Plan and any subsequent amendments or revisions thereto. Implement the following program expectations and any subsequent amendments or revisions outlined in the SNAP E & T State Plan:
 - i. Onboard at least four (4) new TTP's within FFY'20 by August 1, 2020, such as:
 - a. Community College or Tennessee College of Applied Technology (TCAT).
 - b. Community-based organizations, State Agency partners, and any other TTP's.
 - ii. Increase public awareness of the SNAP E&T program by developing, in collaboration with the Grantor State Agency, a SNAP E & T website, and resource materials such as brochures, banners, etc. that outlines services and resources. Disseminate materials in the America Job Centers (AJCs) and Grantor State Agency local offices by April 30, 2020.
 - iii. Utilize social media and internet site for SNAP E&T to market the program, share success stories, and available resources by April 30, 2020.
 - iv. Host Third Party Partner convening by June 30, 2020.
 - v. Host Statewide Annual SNAP E&T training with Grantee and Grantor State Agency staff by August 31, 2020.
 - vi. Increase program participation by ten percent (10%) by September 30, 2020.
 - vii. Explore apprenticeship and entrepreneurship partnerships with AJC's, employers, and other TPP's by May 31, 2020.
 - viii. Organize State-Exchange opportunities and visit other states to learn best practices by September 30, 2020.

The Grantee shall not alter this service description without written approval from the Grantor State Agency and USDA-FNS.

Contracts with Subrecipients

- A.5. The Grantee shall contract with subrecipients such as Local Workforce Development Area (LWDA) and Community Based Organizations to provide SNAP E&T, WIOA, and/or Chapter Two (2) services, if co-enrollment is applicable, or in some cases, to operate a substantial portion of the SNAP E&T program to help participants achieve self-sufficiency. The Grantee shall ensure that all subrecipients adhere to the provision of this Agreement and comply with the SNAP Program and all applicable rules, regulations, directives, instructions, and policies promulgated or issued by USDA-FNS and/or by the Grantor State Agency.
- A.6. The Grantee shall notify the Grantor State Agency of all subcontracts established under this Agreement and ensure that all subcontracts contain, at a minimum, contract language pertaining to "Conflicts of Interest," "Lobbying," Nondiscrimination," "Public Accountability," "Public Notice," and "Records". The Grantee shall be the prime contractor and shall be responsible for all work performed.
- A.7. The Grantee shall include the Grantor State Agency in all discussions in regards to partnering with any Third Party Partners, Consultants, and/or potential Third Party Partners.
- A.8. The Grantee shall ensure that any subcontract(s) or other written form of agreement entered into by the Grantee to provide services under this Agreement, either directly or indirectly, details all services to be performed by the Third Party Partner or Consultant, timeframe of services, all associated costs, processes and procedures regarding financial controls, internal controls for program monitoring, safeguarding participants' information, and training of staff. The subcontract or written agreement must be fully executed before services are rendered and payments are dispersed to the Third Party Partner or Consultant.
- A.9. The Grantee shall provide to the Grantor State Agency copies of any subcontract(s), memoranda, or written agreement(s) and supporting documents relating to the performance of services under this Agreement.
- A.10. The Grantee shall notify the Grantor State Agency in writing to the SNAP Policy Mailbox at SnapPolicy.DHS@tn.gov within in two (2) business days of in the event that the Grantee knows or has reason to believe that the subrecipient is no longer providing services or has failed to comply with terms or conditions affecting performance of services under this Agreement.
- A.11. The Grantee shall maintain and make available to the Grantor State Agency, upon request any and all records regarding services performed by the subrecipient, such as participants' files, financial records of goods or services purchased uploaded into the Grants4TN System and/or the Edison web portal system, and area-specific reports. The Grantee shall inform the Grantor State Agency of all program changes or irregularities affecting performance under this Agreement within two (2) business days of becoming aware of the event. The Grantee further agrees to maintain such records of the subrecipient for at least five (5) years following the termination of this Agreement.
- A.12. The Grantee shall ensure that all subrecipients properly administer the components of the SNAP E&T program as designed to help participants promptly transition into employment. The components shall consist of, but are not limited to, assessment and placement of participants in appropriate, allowable activities; conducting orientation; promotion and utilization of Jobs4TN as the primary portal (or entry) for job seekers registering for work and/or seeking employment, as well as, for employers seeking to post job orders for applicant recruitment/referral; adult education assistance/classes; career readiness ; work experience; vocational education/skills training; WIOA job training services; providing work support services; tracking and reporting client participation on a monthly basis; case management services; issuing participant reimbursements;

tracking allowable costs; maintaining records; and reporting rents in accordance with this Agreement and Federal Uniform Guidance.

- A.13. The Grantee shall maintain contact with subrecipients, at least monthly, to discuss and assess the progress of participants in order to identify challenges and connect the participant to appropriate services. This contact may occur via in-person meeting, conference call(s), or subrecipients may submit a monthly report to the Grantee.
- A.14. The Grantee shall establish and implement internal controls, including procedures for ongoing monitoring and reporting of subrecipients to ensure adherence to federal regulations, state statute and guidance, Central Procurement Office - Policy 2013-007, and the provisions of this Agreement.
 - a. The Grantee shall provide the Grantor State Agency written documentation of the Grantee's monitoring tools, plans, schedules, and other supporting documents used to monitor all subrecipients' program operations and financials, as well as, processes for addressing observations and/or findings.
 - b. The Grantee shall conduct on-site reviews of their subrecipients at least once every three (3) years. If federal subrecipient monitoring requirements on monitoring frequency are more stringent than those under this agreement, the Grantee shall comply with the federal requirements.
 - c. The Grantee shall, based on assessment of risk of noncompliance posed by the subrecipient, provide the subrecipients with training and technical assistance on program-related matters.
 - d. The Grantee shall ensure that any subrecipient expending \$750,000 or more during the fiscal year has a single or mandatory single audit conducted for that year in accordance with the provisions of 2 CFR §200.501. The grantee must obtain a copy of the subrecipients single audit report and issue management decision on findings, if any, within the single audit report. The Grantee must provide the Grantor State Agency a copy of the subrecipient's single audit report and any of The Grantee's management decision letter issued.
 - e. The Grantee, within (30) calendar days, shall provide the Grantor State Agency a copy of the subrecipients' monitoring reports, and management decisions on corrective actions taken to remedy findings within the monitoring reports.
 - f. The Grantee shall make available upon request from the Grantor State Agency monitoring working papers and other supporting documents used as the bases for the subrecipients' monitoring reports.

Orientation

- A.15. The subrecipient shall initiate contact with the participant within five (5) business days from the date of referral to schedule their orientation.
- A.16. The initial contact shall occur in writing and shall inform the participant of the orientation date and time [scheduled by the subrecipient within ten (10) business days from the date of the referral]. The letter shall contain information such as the subrecipient's office address, hours of operation, and telephone number.
- A.17. If the participant fails to respond to the initial letter for the orientation appointment or did not attend the scheduled appointment, the Grantee shall:
 - a. Document all contact attempts to engage the participant, as they occur, in the VOS System; and

- b. Refer the participant to the Grantor State Agency for no show two to five (2-5) days after the date of orientation if engagement attempts are unsuccessful.

Assessments

- A.18. The Grantee shall assess each participant referred, prior to placement in a SNAP E&T component, to identify characteristics that will guide the participant in the development of short and long-term goals for transitioning the participant to employment. The required assessments shall include, but are not limited to:
 - a. A career assessment that identifies the participant's interests and skills; and
 - b. A one-on-one evaluation of the participant's employment skills coupled with counseling on how and where to search for employment, as well as, identify the presence of certain barriers, which have not been well-identified through less formal and/or less structured assessment protocols. Those barriers may include but are not limited to, lack of employment experience, learning disabilities, and limited English proficiency.
- A.19. The Grantee shall review the assessment and have an in-depth discussion with each participant about the results of their assessment, the types of employment and/or educational opportunities that are available to the participant based on the LMI data, as well as education or learning opportunities offered through the "Drive to 55" Initiative. All discussions and contact with the participant shall be documented in the VOS System.
- A.20. The Grantee shall work with the participant to develop employment goals, which shall be documented in the VOS system based on the participant's activity component. The Grantee shall assign the participant to the appropriate activity component.

Allowable Reimbursements

- A.21. The purpose of the SNAP E&T Program is to assist recipients of the SNAP households in gaining skills, training, work, or experience that will increase their ability to obtain sustainable employment. The expenses must be reasonable and necessary, and directly related to participation in a SNAP E&T component. The Grantee shall discuss with each participant their barriers to determine their needs during the initial assessment and other future scheduled appointments.
- A.22. The Grantee shall offer supportive services to participants, such as transportation, uniforms, job interview clothing, licensing and bonding fees for a work experience placement, etc. in accordance to the dependent care limits established in 7 CFR 273.7(d)(4)(i), 7 CFR 273.7(d)(3), and the approved totals for participant expenditures in the approved State E&T plan, if applicable.
- A.23. The Grantee shall be liable for the issuance of transportation payments, based on the availability of funds, to participants that participate in an approved activity component based on the State Plan.
- A.24. The Grantee shall ensure that staff and subrecipients are knowledgeable of allowable reimbursements that are available to participants and engage local partners to leverage community-based resources to supplement and reinforce services to support participants.

Participant Engagement

- A.25. The Grantee shall ensure that SNAP recipients, other low-income individuals, and individuals who are basic skills deficient be given priority of service for adult career and training services and all programs offered under WIOA Title I services and II services.

- A.26. The Grantee shall discuss employment rights and options and responsibilities under the program to all participants to ensure they fully understand the requirements of the SNAP E&T Program and the reimbursement process for support services. The Grantee shall provide information regarding the supportive and educational services available to promote self-sufficiency.
- A.27. The Grantee shall ensure that the delivery of SNAP E&T Program services directly enhances the employability of the participant and that there is a direct link between the educational activities and job-readiness.
- A.28. The Grantee shall track the participant's required hours of participation in a SNAP E&T activity component monthly, provide case management services throughout the participant's engagement, and follow-up with the participant to capture specific outcome data.
- A.29. The Grantee shall notify the Grantor State Agency within five (5) business days of any information that may affect the participant's SNAP eligibility, obtaining a job, changes in income, and any other related matters.

Communication Expectations

- A.30. The Grantee agrees that any significant decisions regarding the operations and/or delivery of the SNAP E&T program shall be made in collaboration with the Grantor State Agency. Significant decisions will include decisions regarding eligibility for services provided through collaboration, the nature of the services to be provided, and decisions regarding seeking and using funding to carry out program activities.
- A.31. The Grantee agrees to keep the Grantor State Agency informed of all third-party partnerships and meetings with partners and/or subcontractors regarding the SNAP E&T program. The Grantee and the Grantor State Agency shall meet, at least quarterly, to discuss the progress of any new and existing partnerships and subcontractors, as well as, assess their capacity to meet the program's requirements and obligations to ensure they are in alignment with the goals of the SNAP E&T program.
- A.32. The Grantee shall provide additional information, reports, and documents associated with this grant as the Grantor State Agency for the purpose of making such financial reviews, verifications or program evaluations as may be deemed necessary by the FNS and/or the Grantor State Agency. To ensure that the Grantee has received the request, the Grantee shall send a confirmation return email within two (2) business days. The Grantee shall notify the Grantor State Agency via email within three (3) business days of the delivery date if they are unable to provide the requested information by the agreed upon date as well as, the expected date in which deliverable will be sent to the Grantor State Agency.
- A.33. During the course of the funding period, the Grantee should notify the Grantor State Agency within three (3) business days of any significant developments, which affect your organization or the purposes for which this grant is given, including leadership, governing structure, staffing, subcontractors, and objectives.

Case Documentation and Maintenance Requirements

- A.34. The Grantee shall - utilize the VOS System and the Grants4TN System to document participants' and fiscal information and ensure that the information reported is accurate and current. The Grantee shall ensure that the electronic case files document all services, allowable reimbursements, contacts, interactions, and the progress of each participant is up-to-date. The Grantee shall ensure that staff and subrecipients adhere to these processes and inform the Grantor State Agency of any changes in processes.
- A.35. The Grantee shall enter the participant's program status, support documents, and any information that may affect the participant's SNAP eligibility, obtaining a job, changes in income, or other

relevant information in the VOS System within five (5) business days from the end of the calendar week for activities from the previous week or as changes occur with the participant's activity component.

Reporting Requirements and Performance Measurement Outcomes

- A.36. The Grantee shall comply with all reporting requirements, including data entry in the Virtual One-Stop ("VOS") system or into any other system or partner system required or vetted under WIOA. The Grantee shall submit written reports on a monthly, quarterly, and annual basis from the VOS System, Grants4TN System, and/or the Edison System regarding expenditures, financial analysis reports, closed out packages, or additional program reports outside of the federal reporting upon Grantor State Agency's request. The Grantee shall report such information in the manner required by FNS and under all applicable laws, regulations, and instructions pursuant to this Agreement.
- A.37. The Grantee shall provide participant data and performance outcomes to the Grantor State Agency. The Grantor State Agency shall report performance outcomes based on the SNAP E&T program requirements specified under all applicable laws, regulations, and instructions.
- a. The Grantee shall be responsible for reporting the following program data, which is provided in the SNAP E&T Notification Report, on a weekly basis to the Grantor State Agency and its County Designees. The Grantee shall report details of the participant's program status. The report shall include:
- i. Notification Date;
 - ii. Create Date;
 - iii. Last four digits of social security number;
 - iv. Participant's full name;
 - v. Participation type;
 - vi. County;
 - vii. Office;
 - viii. Notification type;
 - ix. Notification reason;
 - x. Comments; and
 - xi. SNAP case identification.
- b. The Grantee shall be responsible for reporting the following program data, which is provided in the SNAP E&T Notification Report, to the Grantor State Agency on a quarterly basis as defined by FNS in The National Reporting Measures (7 CFR 273.7). The report shall be submitted to the Grantor State Agency 30 days after the quarter ends. The report shall include:
- i. Number of all SNAP E&T participants who are voluntary vs. mandatory;
 - ii. Number of SNAP E&T participants have received a high school diploma or HISET prior to being provided with SNAP E&T services;
 - iii. Number of SNAP E&T participants who are able-bodied adults without dependents (ABAWDs);
 - iv. Number of SNAP E&T participants who speak English as a second language;
 - v. Number of SNAP E&T participants who are male or female;

- vi. Number of SNAP E&T participants who are within each of the following age ranges: 16-17, 18-35, 36-49, 50-59, 60 or older;
 - vii. Number of participants that completed a training, education, work experience, or on the job training component;
 - viii. Number of SNAP E&T participants and former participants who are in unsubsidized employment during the second (2nd) quarter after completion of participation in the SNAP E&T program;
 - ix. Number of SNAP E&T participants and former participants who are in unsubsidized employment during the fourth (4th) quarter after completion of participation in the SNAP E&T program; and
 - x. Median quarterly earnings of all the SNAP E&T participants and former participants who are in unsubsidized employment during the second (2nd) quarter after completion of participation in the SNAP E&T program.
- c. The Grantee shall report the following program data on a quarterly basis to the Grantor State Agency as requested by FNS in the 583, Supplemental Nutrition Assistance Program Employment and Training Program Activity Report (7 CFR 273.7(c)(9)). The report shall be submitted to the Grantor State Agency 30 days after the quarter ends. The report shall include:
- 1. Number of ABAWD applicants and recipients participating in qualifying components;
 - 2. Number of all other applicants and recipients (including ABAWDs involved in non-qualifying activities) participating in components;
 - 3. Number of ABAWD and Non-ABAWD individuals participating in each component;
 - 4. Number of ABAWD and Non-ABAWD individuals who participated in the SNAP E&T program during the fiscal year; and
 - 5. Number of SNAP E&T participants who have received a postsecondary certification or degree and obtain full-time employment related to their field of study or in a professional career path within three (3) months of completion.
- d. The Grantee shall be responsible for reporting the following fiscal data on a quarterly basis. The Grantee shall provide financial reports for SNAP E&T 100% Grant Funds, SNAP E&T 50% Grant Funds, SNAP E&T transportation, and supportive services and issuances, and SNAP E&T ABAWD Grant Funds. The report shall be submitted to the Grantor State Agency 30 days after the quarter ends. The report for each of the specified areas shall include:
- 1. Net outlays previously reported;
 - 2. Total outlays this report period;
 - 3. Less: Program income credits;
 - 4. Less: Non-Federal share of outlays;
 - 5. Total un-liquidated obligations;
 - 6. Federal share of outlays and unliquidated obligations;
 - 7. Total cumulative amount of Federal funds authorized; and
 - 8. Unobligated balance of Federal funds.

Data Access and Security Protocol and Training

- A.38. The Grantee shall provide the Grantor State Agency access to the VOS system for the purpose of monitoring and ensuring compliance with the provisions of this Agreement. The Grantor State

Agency shall notify the Grantee of any staff terminations and/or resignations with access to these systems by the close of business on the user's last day of work.

- A.39. The Grantee shall provide training to the Grantor State Agency and subrecipients on the VOS system and provide a user guide detailing instructions on entering the system, information on the various screens or sections, participant documentation, reporting, and fiscal-related areas. Upon the Grantor State Agency's written request, the Grantee shall execute a data sharing agreement or any other agreement drawn by the Grantor State Agency and reasonably necessary, in the sole discretion of the Grantor State Agency, to ensure data security regarding any database or data solution owned or managed by the Grantor State Agency.
- A.40. The Grantee staff and subrecipients shall be granted read access only to specific screens of the Grantor State Agency's ACCENT System in accordance with the provisions of this Agreement and only during the term of this Agreement.
- A.41. All Grantee staff and subrecipients, which access to the ACCENT System has been approved, shall complete the State Computer Security Agreement immediately upon access being granted by the Grantor State Agency and annually thereafter. The computer security training and refresher training shall be provided by the Grantor State Agency annually or as needed.
- A.42. The Grantee and subrecipients shall follow the Grantor State Agency's data security protocol in order to obtain and maintain access to the ACCENT System. The Grantee shall notify the Grantor State Agency's within twenty-four (24) hours upon reasonable cause to believe that a breach of system security has occurred. The Grantee shall notify the Grantor State Agency of any staff terminations and/or resignations with access to the ACCENT System by the close of business on the user's last day of work.
- A.43. The Grantee shall ensure that staff and subrecipients computers are compatible with the Grantor State Agency's hardware and software and shall maintain compatible e-mail accounts in order to communicate with, and receive information from the Grantor State Agency's by e-mail.
- A.44. The Grantee shall participate in all required state and/or federal training to ensure that policies, procedures, and delivery of services are aligned with the SNAP E&T Program and all applicable rules, regulations, directives, instructions, and policies promulgated or issued by the U.S. Government or by the Grantor State Agency.
- A.45. The Grantee shall develop all SNAP E&T training materials and any subsequent revisions, in collaboration with the Grantor State Agency.
- A.46. The Grantee shall provide annual SNAP E&T training, based on the availability of funding, to staff and subrecipients to ensure that all parties understand the SNAP E&T program requirements and guidelines, fiscal procedures, reporting requirements, access and usage of the VOS and Grants4TN systems, and program monitoring.
- A.47. The Grantee shall provide updates to staff, the Grantor State Agency, and subrecipients to ensure that all parties are fully informed of any changes to the SNAP E&T program requirements and guidelines and/or fiscal procedures. The Grantee shall submit all correspondence related to fiscal, policy, program operation, or staffing changes to the Grantor State Agency for review and approval prior to the dissemination of any information. The Grantee shall maintain documentation to demonstrate that changes were communicated to all parties with program involvement and/or administration of the program.
- A.48. The Grantee agrees to respond to specific requests for information from executive leadership, the legislative body, or the media within a reasonable period of time, which will be determined by both parties.

Grantor State Agency's Responsibilities

- A.49. The Grantor State Agency shall be responsible for intake, eligibility, certification, and recertification functions, which includes screening for work registration requirements; referring participants to SNAP E&T through an automated interface; determining good cause for failure to comply with the requirements of SNAP E&T; issuing the notice of adverse action; and imposing sanctions.
- A.50. The Grantor State Agency shall develop the State's SNAP E&T plan and any subsequent revisions, in collaboration with the Grantee, and submit to USDA-FNS for approval. The Grantor State Agency shall assume all other duties and associated fiscal operations and data reporting.
- A.51. The Grantor State Agency shall monitor the Grantee's administration of the SNAP E&T Program's operations and financials at least once every three (3) year and provide a written report of the SNAP E&T Program recommendations, observations, and/or findings.
- A.52. The Grantor State Agency shall serve as the primary contact for USDA-FNS and shall communicate all correspondences to the Grantee. The Grantee shall maintain documentation of all costs, and payments for approved SNAP E&T activities and make information available to the Grantor State Agency and/or USDA for scheduled and unscheduled monitoring reviews and audits. The Grantor State Agency shall develop corrective actions responses, in collaboration with the Grantee, to address and resolve any areas of concern discovered through site visits, monitoring reviews, and /or state or federal audits.
- A.53. The Grantor State Agency shall be fiscally responsible for ensuring that the SNAP E&T program activities and expenses funded under the approved SNAP E&T Plan are reasonable and necessary to accomplish the goals and objectives of the program. The Grantor State Agency shall ensure that monthly invoices submitted by the Grantee are accurate and in compliance with the approved budget.
- A.54. The Grantor State Agency and the Grantee shall meet, at least quarterly, to discuss SNAP E&T program areas such as compliance and performance of subrecipients; reporting processes and outcomes; the State SNAP E&T Plan and potential amendments; implementation and execution of services; and/or other program areas such as fiscal areas and program participation that directly impact program operations.

B. TERM OF AGREEMENT:

- B.1. This Grant Agreement shall be effective on October 1, 2019("Effective Date") and extend for a period of twelve (12) months after the Effective Date ("Term"). The Grantor State Agency shall have no obligation to the Grantee for fulfillment of the Scope outside the Term.
- B.2. Renewal Options. This Grant Agreement may be renewed upon satisfactory completion of the Term. The Grantor State Agency reserves the right to execute up to four (4) renewal options under the same terms and conditions for a period not to exceed twelve (12) months each by the Grantor State Agency, at the Grantor State Agency's sole option. In no event, however, shall the maximum Term, including all renewals or extensions, exceed a total of sixty (60) months.
- B.3. Term Extension. The Grantor State Agency may extend the Term an additional period of time, not to exceed one hundred-eighty (180) days beyond the expiration date of this Grant Agreement, under the same terms and conditions. In no event, however, shall the maximum Term, including all extensions or renewals, exceed a total of sixty (60) months.

C. PAYMENT TERMS AND CONDITIONS:

- C.1. Maximum Liability. In no event shall the Maximum Liability of the Grantor State Agency under this Grant Agreement exceed two million four hundred forty eight thousand seven hundred eighty seven dollars (\$2,448,787.00) ("Maximum Liability"). The Grant Budget, attached and incorporated as Attachment A, is the maximum amount due the Grantee under this Grant

Agreement. The Grant Budget line-items include, but are not limited to, all applicable taxes, fees, overhead, and all other direct and indirect costs incurred or to be incurred by the Grantee.

- C.2. Compensation Firm. The Maximum Liability of the Grantor State Agency is not subject to escalation for any reason unless amended. The Grant Budget amounts are firm for the duration of the Grant Agreement and are not subject to escalation for any reason unless amended, except as provided in section C.5.
- C.3. Payment Methodology. The Grantee shall be reimbursed for actual, reasonable, and necessary costs based upon the Grant Budget, not to exceed the Maximum Liability established in section C.1. Upon progress toward the completion of the Scope, as described in section A of this Grant Agreement, the Grantee shall submit invoices prior to any reimbursement of allowable costs.
- C.4. Travel Compensation. Reimbursement to the Grantee for travel, meals, or lodging shall be subject to amounts and limitations specified in the "State Comprehensive Travel Regulations," as they are amended from time to time, and shall be contingent upon and limited by the Grant Budget funding for reimbursement.
- C.5. Grant Budget and Revisions to Grant Budget Line-Items. Expenditures, reimbursements, and payments under this Grant Agreement shall adhere to the Grant Budget.
- a. The Grantee may vary from a Grant Budget line-item amount by up to ten percent (10%) of the line-item amount, provided that any increase is off-set by an equal reduction of other line-item amounts. The net result of any changes to Grant Budget line-item amounts shall not result in funding for a line-item that was previously funded at zero dollars (\$0.00) or increase the total Grant Agreement amount detailed by the Grant Budget.
 - b. The Grantee may request in writing Grant Budget line-item revisions exceeding the limitation set forth in section C.6.a., above, giving full details supporting the Grantee's request, provided that such revisions do not result in funding for a line-item that was previously funded at zero dollars (\$0.00) and do not increase the total Grant Agreement amount. Grant Budget line-item revisions may not be made without prior, written approval of the State in which the terms of the approved revisions are detailed. Any approval of a revision to a Grant Budget line-item greater than ten percent (10%) shall be superseded by a subsequent revision of the Grant Budget by Grant Agreement amendment.
 - c. Any increase in the total Grant Agreement amount shall require a Grant Agreement Amendment.
- C.6. Disbursement Reconciliation and Close Out. The Grantee shall submit any final invoice and a grant disbursement reconciliation report within sixty (60) days of the Grant Agreement end date and in form and substance acceptable to the Grantor State Agency.
- a. The Grant Budget specifies a Grantee Match Requirement and the final grant disbursement reconciliation report shall detail all Grantee expenditures recorded to meet this requirement.
 - i. No Grantee expenditure shall be recorded and reported toward meeting a Grantee Match Requirement of more than one grant agreement with the State of Tennessee.
 - ii. The final grant disbursement reconciliation report shall specifically detail the exact amount of any Grantee failure to meet a Match Requirement, and the maximum total amount reimbursable by the Grantor State Agency pursuant to this Grant Agreement, as detailed by the Grant Budget column "Grant Agreement," shall be reduced by the amount that the Grantee failed to contribute to the Total Project as budgeted.

- b. If total disbursements by the Grantor State Agency pursuant to this Grant Agreement exceed the Maximum Liability, the Grantee shall refund the difference to the Grantor State Agency. The Grantee shall submit the refund with the final grant disbursement reconciliation report.
 - c. The Grantor State Agency shall not be responsible for the payment of any invoice submitted after the grant disbursement reconciliation report. The Grantor State Agency will not deem any Grantee costs submitted for reimbursement after the grant disbursement reconciliation report to be allowable and reimbursable by the Grantor State Agency.
 - d. The Grantee's failure to provide a final grant disbursement reconciliation report as required shall result in the Grantee being deemed ineligible for reimbursement under this Grant Agreement, and the Grantee shall be required to refund any and all payments by the Grantor State Agency pursuant to this Grant Agreement.
 - e. The Grantee must close out its accounting records at the end of the Term in such a way that reimbursable expenditures and revenue collections are not carried forward.
- C.7. Indirect Cost. Should the Grantee request reimbursement for indirect cost, the Grantee must submit to the Grantor State Agency a copy of the indirect cost rate approved by the cognizant federal agency or the cognizant state agency, as applicable. The Grantee will be reimbursed for indirect cost in accordance with the approved indirect cost rate and amounts and limitations specified in the attached Grant Budget. Once the Grantee makes an election and treats a given cost as direct or indirect, it must apply that treatment consistently and may not change during the Term. Any changes in the approved indirect cost rate must have prior approval of the cognizant federal agency or the cognizant state agency, as applicable. If the indirect cost rate is provisional during the Term, once the rate becomes final, the Grantee agrees to remit any overpayment of funds to the Grantor State Agency, and subject to the availability of funds the Grantor State Agency agrees to remit any underpayment to the Grantee.
- C.8. Cost Allocation. If any part of the costs to be reimbursed under this Grant Agreement are joint costs involving allocation to more than one program or activity, such costs shall be allocated and reported in accordance with the provisions of Department of Finance and Administration Policy Statement 03 or any amendments or revisions made to this policy statement during the Term.

D. STANDARD TERMS AND CONDITIONS:

- D.1. Required Approvals. The Grantor State Agency is not bound by this Grant Agreement until it is signed by the agency head, or his or her designee, of the state agencies that are parties to this Grant Agreement (depending upon the specifics of this Grant Agreement, these officials may include, but are not limited to, the Commissioner of Finance and Administration and the Commissioner of Human Resources).
- D.2. Modification and Amendment. This Grant Agreement may be modified only by a written amendment signed by all parties and approved by the officials who approved the original Grant Agreement and, depending upon the specifics of the Grant Agreement as amended, any additional officials required by Tennessee laws and regulations (the officials may include, but are not limited to, the Commissioner of Finance and Administration and the Commissioner of Human Resources).
- D.3. Bilateral Termination for Convenience. This Grant Agreement may be terminated by either party by giving written notice to the other, at least thirty (30) days before the effective date of termination. Should either party exercise this provision, the Grantee shall be entitled to reimbursement for authorized expenditures and satisfactory services completed as of the termination date, but in no event shall the Grantor State Agency be liable to the Grantee for any

service which has not been rendered. The final decision as to the amount, for which the Grantor State Agency is liable, shall be determined by the Grantor State Agency.

- D.4. Communications and Contacts. All instructions, notices, consents, demands, or other communications required or contemplated by this Grant Agreement shall be in writing and shall be made by certified, first class mail, return receipt requested and postage prepaid, by overnight courier service with an asset tracking system, or by email or facsimile transmission with recipient confirmation. All communications, regardless of method of transmission, shall be addressed to the respective party as set out below:

The Grantor State Agency:

Tennessee Department of Human Services
Lisa Cowell, SNAP/EBT Unit Program Director 4
James K. Polk Building, 15th Floor
505 Deaderick Street, Nashville, TN 37243
Email Address: Lisa.Cowell@tn.gov
Telephone # 615-741-5934

The Grantee:

Tennessee Department of Labor Workforce Development
Nakeisha Ricks, Workforce Services Director
220 French Landing Drive
Nashville, Tennessee 37243
Email Address: Nakeisha.N.Ricks@tn.gov
Telephone # 615-253-0623

A change to the above contact information requires written notice to the person designated by the other party to receive notice.

All instructions, notices, consents, demands, or other communications shall be considered effectively given upon receipt or recipient confirmation as may be required.

- D.5. Subject to Funds Availability. This Grant Agreement is subject to the appropriation and availability of State or Federal funds. In the event that the funds are not appropriated or are otherwise unavailable, the Grantor State Agency reserves the right to terminate this Grant Agreement upon written notice to the Grantee. Upon receipt of the written notice, the Grantee shall cease all work associated with the Grant Agreement. In the event of a Grantor State Agency termination, the Grantee shall be entitled to compensation for all satisfactory and authorized services completed as of the termination date.
- D.6. Progress Reports. The Grantee shall submit brief, periodic, progress reports to the Grantor State Agency as requested.
- D.7. Procurement. If the other terms of this Grant Agreement allow reimbursement for the cost of goods, materials, supplies, equipment, motor vehicles, or contracted services, the procurement of these goods or services by the Grantee shall be competitive where practicable. For any procurement for which reimbursement is paid under this Grant Agreement, the Grantee shall document the competitive procurement method. In each instance where it is determined that use of a competitive procurement method is not practicable, supporting documentation shall include a written justification for the decision and for the use of a non-competitive procurement. If the Grantee is a subrecipient, the Grantee shall comply with 2 C.F.R. §§ 200.318—200.326 when procuring property or services under a federal award.
- D.8. Completeness. This Grant Agreement is complete and contains the entire understanding between the parties relating to the subject matter contained in this Grant Agreement, including all

the terms and conditions agreed to by the parties. This Grant Agreement supersedes any and all prior understandings, representations, negotiations, and agreements between the parties, whether written or oral.

D.9. Headings. Section headings are for reference purposes only and shall not be construed as part of this Grant Agreement.

E. SPECIAL TERMS AND CONDITIONS:

E.1. Conflicting Terms and Conditions. Should any of these special terms and conditions conflict with any other terms and conditions of this Grant Agreement, the special terms and conditions shall be subordinate to the Grant Agreement's other terms and conditions.


E.2. Family Educational Rights and Privacy Act & Tennessee Data Accessibility, Transparency and Accountability Act. The Grantee shall comply with the Family Educational Rights and Privacy Act of 1974 (20 U.S.C. 1232(g)) and its accompanying regulations (34 C.F.R. § 99) ("FERPA"). The Grantee warrants that the Grantee is familiar with FERPA requirements and that it will comply with these requirements in the performance of its duties under this Grant Contract. The Grantee agrees to cooperate with the State, as required by FERPA, in the performance of its duties under this Grant Contract. The Grantee agrees to maintain the confidentiality of all education records and student information. The Grantee shall only use such records and information for the exclusive purpose of performing its duties under this Grant Contract. The obligations set forth in this Section shall survive the termination of this Grant Contract.

The Grantee shall also comply with Tenn. Code Ann. § 49-1-701, *et seq.*, known as the "Data Accessibility, Transparency and Accountability Act," and any accompanying administrative rules or regulations (collectively "DATAA"). The Grantee agrees to maintain the confidentiality of all records containing student and de-identified data, as this term is defined in DATAA, in any databases, to which the State has granted the Grantee access, and to only use such data for the exclusive purpose of performing its duties under this Grant Contract.

Any instances of unauthorized disclosure of data containing personally identifiable information in violation of FERPA or DATAA that come to the attention of the Grantee shall be reported to the State within twenty-four (24) hours.

IN WITNESS WHEREOF,

DEPARTMENT OF LABOR AND WORKFORCE DEVELOPMENT:


JEFF MCCORD, COMMISSIONER

9-25-19
DATE


PRINTED NAME AND TITLE OF GRANTEE STATE AGENCY SIGNATORY (above)

DEPARTMENT OF HUMAN SERVICES:


DANIELLE BARNES, COMMISSIONER

9-27-19
DATE

GRANT BUDGET				
Tennessee Department of Labor and Workforce Development				
The grant budget line-item amounts below shall be applicable only to expenses incurred during the following Applicable Period: BEGIN: October 1, 2019 END: September 30, 2020				
POLICY 03 Object Line-Item Reference	EXPENSE OBJECT LINE-ITEM CATEGORY ¹	GRANT CONTRACT	GRANTEE MATCH	TOTAL PROJECT
1, 2	Salaries, Benefits & Taxes	\$0.00	\$0.00	\$0.00
4, 15	Professional Fee, Grant & Award 2	\$2,313,787.00	\$135,000.00	\$2,448,787.00
5, 6, 7, 8, 9, 10	Supplies, Telephone, Postage & Shipping, Occupancy, Equipment Rental & Maintenance, Printing & Publications	\$0.00	\$0.00	\$0.00
11, 12	Travel, Conferences & Meetings	\$0.00	\$0.00	\$0.00
13	Interest 2	\$0.00	\$0.00	\$0.00
14	Insurance	\$0.00	\$0.00	\$0.00
16	Specific Assistance To Individuals	\$0.00	\$0.00	\$0.00
17	Depreciation 2	\$0.00	\$0.00	\$0.00
18	Other Non-Personnel 2	\$0.00	\$0.00	\$0.00
20	Capital Purchase 2	\$0.00	\$0.00	\$0.00
22	Indirect Cost	\$0.00	\$0.00	\$0.00
24	In-Kind Expense	\$0.00	\$0.00	\$0.00
n/a	Grantee Match Requirement (for any amount of the required Grantee Match that is not specifically delineated by budget line-items above)	\$0.00	\$0.00	\$0.00
25	GRAND TOTAL	\$2,313,787.00	\$135,000.00	\$2,448,787.00

¹ Each expense object line-item shall be defined by the Department of Finance and Administration Policy 03, *Uniform Reporting Requirements and Cost Allocation Plans for Subrecipients of Federal and State Grant Monies, Appendix A*. (posted on the Internet at: <http://www.state.tn.us/finance/act/documents/policy3.pdf>).

² Applicable detail follows this page if line-item is funded.

³ A Grantee Match Requirement is detailed by this Grant Budget, and the maximum total amount reimbursable by the State pursuant to this Grant Contract, as detailed by the "Grant Contract" column above, shall be reduced by the amount of any Grantee failure to meet the Match Requirement.

GRANT BUDGET LINE-ITEM DETAIL:

PROFESSIONAL FEE/ GRANT & AWARD	AMOUNT
Program Administration and Subrecipients	\$2,448,787.00
TOTAL	\$2,448,787.00